

AGENDA ITEM 15

Consider entering into Interlocal Agreement with the City of Round Rock regarding annexation and maintenance of Chandler Road.

Charlie Crossfield addressed the Court stating that the City of Round Rock will extend their annexation and maintenance to the eastern edge of their Extra Territorial Jurisdiction (ETJ), which is County Road 110.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To enter into Interlocal Agreement with the City of Round Rock regarding annexation and maintenance of Chandler Road.

Vote: 4 – 0. **Commissioner Hays** was absent from the dais.

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 20 day of January, 2004, by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County") and the CITY OF ROUND ROCK, a Texas home-rule municipal corporation (the "City"), for purposes of designing, engineering, constructing and maintaining a segment of the Chandler Road from Sunrise Road to the eastern limits of the City's extraterritorial jurisdiction (the "ETJ").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County is planning the design and construction of an extension of Chandler Road from the intersection of FM 1460 to the proposed intersection of Chandler Road and SH 130 (the "Project"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. TERMS AND CONDITIONS

1. The County hereby agrees to perform all necessary and appropriate engineering, design and construction of the Project, and the road shall be constructed pursuant to County specifications.
2. Upon completion of the Project, the County agrees to file a petition requesting voluntary annexation of the roadway and right-of-way by the City, running from the intersection of Chandler Road and Sunrise Road to the eastern boundary of the City's ETJ. Upon final annexation, the City shall maintain the Project.

II. MISCELLANEOUS

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas or the United States of America, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.

COUNTY**CITY**

By: John C. Doerfler 1-20-04
John Doerfler, County Judge

By: _____
Nyle Maxwell, Mayor

ATTEST:

ATTEST:

Christine Martinez, City Secretary

AGENDA ITEM 16

Discuss and take appropriate action on road bond program.

There was no discussion or action on Agenda Item 16.

AGENDA ITEM 17

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee addressed the Court with an update on the jail/courthouse annex expansion. He stated that the goal for completion of the new section of the courthouse annex is July 21, 2004.

AGENDA ITEM 18

Consider rescinding award approved on September 30, 2003 to Richie Pharmacal of item #25 (Gentamicin Ophthalmic Ointment 3mg/ml) on jail medical supply bid per the vendor's request as they bid the wrong item.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To rescind award approved on September 30, 2003 to Richie Pharmacal of item #25 (Gentamicin Ophthalmic Ointment 3mg/ml) on jail medical supply bid per the vendor's request as they bid the wrong item.

Vote: **5 - 0**

AGENDA ITEM 19

Consider awarding item #25 (Gentamicin Ophthalmic Ointment 3mg/ml) on jail medical supply bid to next low bidder meeting specifications - Moore Medical Corporation.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To award item #25 (Gentamicin Ophthalmic Ointment 3mg/ml) on jail medical supply bid to next low bidder meeting specifications - Moore Medical Corporation.

Vote: **5 - 0**

AGENDA ITEM 20

Consider extending bid opening date for the renovation of the Inner Loop Annex from January 21st to January 30th, 2004 at 2:00 P.M. in the Commissioner's Courtroom per the request of the architect.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To extend bid opening date for the renovation of the Inner Loop Annex from January 21st to January 30th, 2004 at 2:00 P.M. in the Commissioner's Courtroom per the request of the architect.

Vote: **5 - 0**

AGENDA ITEM 21

Consider approving repair to ROW (CR 424) and bus lane on east side of CR 424 at Thrall I.S.D.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve repair to ROW (CR 424) and bus lane on east side of CR 424 at Thrall I.S.D.

Vote: **5 - 0**

< Attachment >

Thrall Independent School District

201 South Bounds
Thrall, Texas 76578

512-898-0062
Fax-898-5349

Keith A. Brown- Superintendent
kbrown@thrall.txed.net
www.thrallisd.net

1/08/04

Mr. Frankie Limmer;

Mr. Limmer,

We would like to thank you for spending your time with our third grade classes this morning and educating our students about the responsibilities of the County Commissioner.

I am formally requesting road repair on County Road 424 in front of Thrall ISD. We appreciate your concern for the current condition of this road and for the safety of our children.

We would also like to point out two safety issues that we think the county could help on concerning the road and rite of way. The crosswalks need to be repainted and signs need to be posted. We also are in desperate need of a sidewalk extending the length of our elementary building. Currently our students have to walk in a ditch/ or in the road to get to the end of the building.

Thank you,

Keith A. Brown

Approved 1-20-04
John C. Daigler

AGENDA ITEM 22

Consider installing approximately 400' of gravel road to dry fire hydrant at Down Home Ranch.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To install approximately 400' of gravel road to dry fire hydrant at Down Home Ranch.

Vote: 5 - 0

< Attachment >

ADMINISTRATION/STAFF

Jerry Horton, Ph.D.
Executive Director
Judy Horton
Director of Programs/Admin.
LeAnn Powers
Director of Development
Glenda Wester
Office Manager
Teri Daughtry
Greenhouse Grower

BOARD OF DIRECTORS

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ALCOA, Rockdale
Judy Horton, Board Secretary
Down Home Ranch, Elgin
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Ashley Sanchez, Member
Parent/Writer, Austin
Robert Wenske, Member
Thermo Finnigan, Austin

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All Saints Episcopal, Cameron
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Taylor ISD, Taylor
The Rev. John McCarthy, Bishop, Ret.
Catholic Diocese of Austin, Texas
Col. Don Rettberg
USAF, Ret., Austin
Joanna Redfield Vaughn, Artist
Austin ISD, Austin

Down Home Ranch
20250 FM 619
Elgin, Texas 78621

(512) 856-0128 - Office
(512) 856-2246 - Jerry
(512) 856-2586 - Greenhouse
(888) 926-2253 - Toll Free
(512) 856-0256 - FAX

info@downhomeranch.org
www.downhomeranch.org

Down Home Ranch is a 501 (c)(3)
non-profit corporation. Gifts may
be tax deductible.



January 5, 2004

Frankie Limmer, Commissioner
Williamson County
412 Vance Street
Taylor, Texas 76574

Dear Commissioner Limmer:

Greetings from Down Home Ranch.

Last November we suffered a fire that destroyed a donated Fleetwood recreational vehicle. Several volunteer fire departments responded but it was a hot, intense fire, and there was no chance of saving the RV.

Not far from the burning RV were three 1,000 propane tanks that the firemen wanted to keep water on until the main blaze burned down, so they fairly quickly ran out of water. I told them we had a dry hydrant but as it turned out their hoses were 2" and we didn't have the right fittings. (We've already bought several bushing for future contingencies.)

However, I was reminded of the fact that getting down to the hydrant is dependent on dry land and we really need to build an all-weather road so tank trucks can get in and out even when it is wet and muddy.

I'd like to ask Williamson County to help us in building this little road. We're only talking about 300' to 400' of road, with a turn around area. The firefighters were glad to know the hydrant is here but want all-weather access (and the bushings to connect). It would be a public service not just for Down Home Ranch but also for the East Williamson County community if you and the other Commissioners could build this road.

Thanks for giving consideration to this request.

Sincerely,

Approved 1-20-04
John C. Daughtry

To: 1/08/04

Breg Bergeron -

Breg can we assist in putting in this short piece of road - it will benefit. -

Jerry Horton
Jerry W. Horton, Ph.D., Executive Director

AGENDA ITEM 23**Discuss RMA appointment.**

The Court discussed the appointment of a person to the board of the Regional Mobility Authority, the deadline for which was moved to Friday, February 6, 2004.

AGENDA ITEM 24**Discuss and take appropriate action on the administration of the HUD community development block grant.**

David Flores addressed the Court in his capacity as the County Auditor to discuss the administration of the HUD community development block grant with the Court. He also spoke on the matter of other grants which are currently being received by the County and on the feasibility and need of a county-employee position to work with grants.

AGENDA ITEM 25**Consider entering into Interlocal Agreement with the City of Georgetown for the proposed Sports and Recreation Facility Complex.**

Moved: **Commissioner Boatright**

Seconded: **Commissioner Curlee**

Motion: To enter into an Interlocal Agreement with the City of Georgetown for a feasibility study for the proposed Sports and Recreation Facility Complex for a cost to the County of \$5,000.

Vote: 4 – 0. **Commissioner Hays** was absent from the dais.

< Attachment >



January 14, 2004

Dr. Jim Gunn
Superintendent
Georgetown Independent School District
603 Lakeway Drive
Georgetown, Texas 78628

The Honorable John C. Doerfler, County Judge
Williamson County Commissioners' Court
710 Main Street
Georgetown, Texas 78626

Re: Sports and Recreation Facility Complex

Dear Judge Doerfler and Dr. Gunn:

Please find enclosed the Interlocal Agreement for the proposed Sports and Recreation Facility Complex and the subsequent \$15,000 required for the Feasibility Study and Land Plan. Each participating member will be responsible for \$5,000.

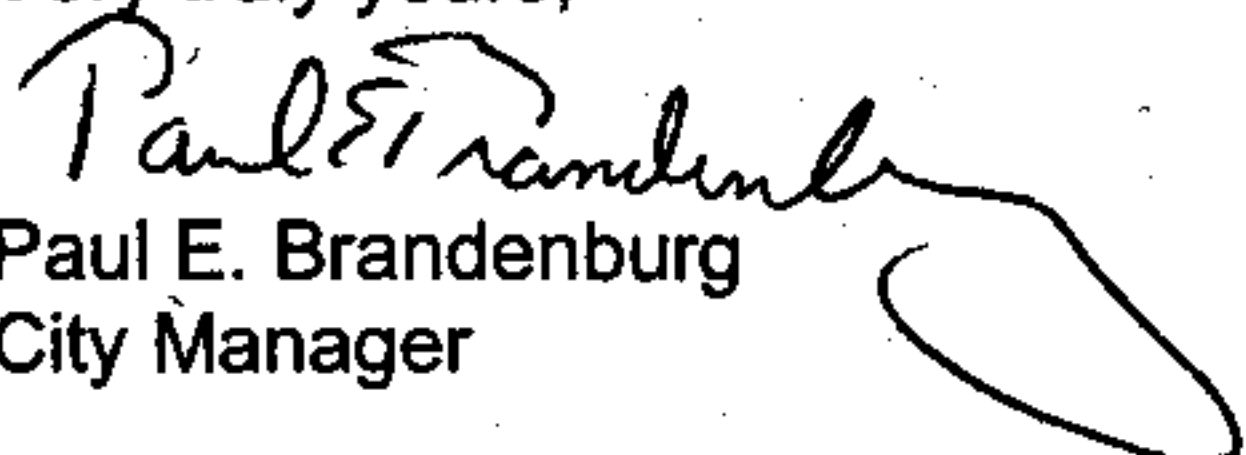
Exhibit "A" is not included since we are still discussing with RVI what the scope of their services will be.

As discussed at our meeting last week, please process this accordingly with your Board/Commission as soon as possible; at your next meeting if possible.

If you have any questions, please feel free to contact me.

Thank you.

Very truly yours,


Paul E. Brandenburg
City Manager

cc: Mr. Russell Peterman
1301 FM 3405
Georgetown, TX 78628

Mr. Tom Crawford
103 Egret Cove
Georgetown, TX 78628

01/20/2004

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Dr. Jim Gunn
The Honorable John Doerfler
January 14, 2004
Page 2 of 2

Mr. Brad Smith
Board of Trustees
Georgetown Independent School District
603 Lakeway Drive
Georgetown, Texas 78628

Mr. Mark Bobinger
President
Board of Trustees
Georgetown Independent School District
603 Lakeway Drive
Georgetown, Texas 78628

Mr. Randy Morrow
Parks & Recreation Director
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

THE STATE OF TEXAS	§	AGREEMENT FOR PROFESSIONAL
	§	SERVICES WITH
COUNTY OF WILLIAMSON	§	BROADDUS & ASSOCIATES, INC.

AGREEMENT

This is an agreement ("Agreement") by and between by Williamson County ("County"), the City of Georgetown ("City"), the Georgetown Independent School District ("GISD") (collectively referred to as the "PUBLIC ENTITIES") and Broaddus & Associates, Inc., a Texas Corporation, ("CONSULTANT") for preparation of a feasibility study and preliminary land plan for a Sports and Recreation Complex to be used jointly by the PUBLIC ENTITIES. The PUBLIC ENTITIES understand and agree that CONSULTANT intends to retain RVi Planning, Inc. as a sub-contractor to accomplish a portion of the Scope of Work contemplated by this Agreement.

1. AGREEMENT

The PUBLIC ENTITIES agree to retain CONSULTANT to prepare a feasibility study and preliminary land plan for a Sports and Recreation Complex to be used jointly by the PUBLIC ENTITIES pursuant to the terms and conditions of this Agreement. CONSULTANT agree to perform these services in a professional manner and in compliance with all applicable laws.

2. SCOPE OF WORK AND SCHEDULE

CONSULTANT shall perform the specific services that are described on *Exhibit "A"* to this Agreement entitled "Scope of Work and Schedule," which is attached hereto and incorporated herein for all purposes as if set forth in full. The CITY agrees to make available to CONSULTANT the digital lot and block base map to facilitate commencement of the Scope of Work and Schedule.

3. COMPENSATION

The PUBLIC ENTITIES agree to pay CONSULTANT a total of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000) for the services described in *Exhibit "A."* Each PUBLIC ENTITY agrees to pay FIVE THOUSAND (\$5,000) towards the total sum of \$15,000. Non-payment by one of the PUBLIC ENTITIES does not increase the responsibility of any of the other PUBLIC ENTITIES to pay more than their \$5,000 share. A final lump-sum payment shall be made upon final approval of the feasibility study and preliminary land plan for a Sports and Recreation Complex by the governing bodies of each of the PUBLIC ENTITIES, and of an itemized invoice for services performed. CONSULTANT understands and agrees that the PUBLIC ENTITIES cannot contract for services in excess of a cumulative total of \$15,000.00 without the express written approval of the governing bodies of each of the PUBLIC ENTITIES.

4. TERM OF AGREEMENT

This Agreement shall become effective on the latest date accompanying the signature lines below (the "Effective Date"), and shall remain in effect until each of the PUBLIC ENTITIES finally approves the feasibility study and preliminary land plan for a Sports and Recreation Complex, unless it is terminated prior to that event accordance with the terms set forth herein.

5. TERMINATION

This Agreement may be terminated by any party upon ten (10) days written notice, delivered in accordance with the terms of this Agreement. If any of the PUBLIC ENTITIES should terminate the Agreement, CONSULTANT shall cease all work in connection with the performance of this contract and all orders chargeable to this contract immediately. CONSULTANT shall submit an invoice and the PUBLIC ENTITIES shall pay CONSULTANT the fees for all work actually performed under this Agreement, less all payments that have been previously made. If CONSULTANT should terminate the Agreement, CONSULTANT shall remain responsible for performing the services requested by the PUBLIC ENTITIES until the expiration of the ten (10)-day period, or until some earlier date upon written agreement of the PUBLIC ENTITIES.

6. OWNERSHIP OF WORK PRODUCTS

PUBLIC ENTITIES shall have title and ownership of all work products, including but not limited to all plans, maps, documents, publications, brochures, reports, data, in any form or media, produced by CONSULTANT pursuant to this Agreement. All such works shall be deemed works-for-hire. PUBLIC ENTITIES shall have sole ownership of all copyright interest in any works produced by CONSULTANT pursuant to this Agreement, to the extent that any such works may be copyrighted. All works produced under this Agreement shall be delivered to the PUBLIC ENTITIES prior to the termination of the Agreement.

7. INDEPENDENT CONTRACTOR¹

CONSULTANT shall be independent contractors and shall not be an agent or employee of the PUBLIC ENTITIES with respect to their acts or omissions hereunder. The parties agree that the services and activities performed under this Agreement are not and shall not be construed as a joint venture between the parties.

8. SAFETY

The work to be performed under this contract shall be performed entirely at CONSULTANT' risk. CONSULTANT shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed under this contract. CONSULTANT shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the work, the endangered

species, or the property affected by this contract. All damage or loss to any property, caused in whole or in part by CONSULTANT, any subcontractor, or anyone directly or indirectly employed by any of them shall be remedied by CONSULTANT.

9. INDEMNITY

CONSULTANT covenant and agree to FULLY INDEMNIFY and HOLD HARMLESS, the PUBLIC ENTITIES and their elected officials, employees, officers, directors, volunteers, and representatives of the PUBLIC ENTITIES, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the PUBLIC ENTITIES directly or indirectly arising out of, resulting from or related to CONSULTANT' activities under this contract, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant, or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors, and representatives while in the exercise of performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE PUBLIC ENTITIES, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE PUBLIC ENTITIES, UNDER THIS CONTRACT. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. CONSULTANT shall promptly advise the PUBLIC ENTITIES in writing of any claim or demand against the PUBLIC ENTITIES or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this contract and shall see to the investigation and defense of such claim or demand at CONSULTANT'S cost. The PUBLIC ENTITIES shall have the right, at their option and at their own expense, to participate in such defense without relieving CONSULTANT of any of their obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT that the INDEMNITY provided for in this section is an INDEMNITY extended by CONSULTANT to INDEMNIFY, PROTECT and HOLD HARMLESS the PUBLIC ENTITIES from the consequences of the PUBLIC ENTITIES' OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the PUBLIC ENTITIES is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the PUBLIC ENTITIES is the sole cause of the resultant injury, death, or damage. CONSULTANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE PUBLIC ENTITIES AND IN THE

NAME OF THE PUBLIC ENTITIES, any claim or litigation brought against the PUBLIC ENTITIES and their elected officials, employees, officers, directors, volunteers, and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

10. OVERSIGHT

Oversight and management responsibility for the professional services conducted under this contract will reside in a Joint Task Force appointed by the PUBLIC ENTITIES. CONSULTANT will coordinate all meetings and delivery of work products with this Joint Task Force.

11. NOTICE

Notice as required by this contract shall be delivered in writing to the parties at the following locations:

PUBLIC ENTITIES:

To County:
County of Williamson
c/o Williamson County Attorney
405 Martin Luther King Drive, Box 7
Georgetown, Texas 78626

To City:
City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627-0409

To GISD:
Georgetown Independent School District
603 Lakeway Drive
Georgetown, TX 78628
Attn: Mark Bobinger

CONSULTANT:

Broaddus & Associates, Inc.
Jim Broaddus
1301 S Capitol of Texas
Austin, TX 78746

12. PERFORMANCE OF CONTRACT

This contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Williamson County, Texas.